



**CONSULTING SERVICES AGREEMENT
EXTENSION AGREEMENT
15 March 2022**

This Consulting Services Agreement (this "Agreement") is by and between the Client, the Civil Aviation Authority of Qatar ("QCAA"), and The Aloft Group (or TAG), a LLC corporation whose address is Post Office Box 107, Kilmarnock, Virginia, 22482-3716 USA ("TAG").

In consideration of the mutual promises herein contained, Client and TAG covenant and contract as follows:

1. SCOPE AND TERM OF AGREEMENT:

TAG shall perform consulting or other services as requested by QCAA in accordance with Appendix 1. If required by QCAA, additional services may be provided by TAG by means of subsequent Statements of Work appended to this agreement. The terms and conditions of this Agreement shall apply to all Statements of Work unless specifically stated otherwise in the applicable/additional Statement(s) of Work. The terms and conditions of this Agreement shall prevail over any conflicting terms included in any subsequent Statement(s) of Work. TAG's prices for the Services will be specified in each Statement of Work and, except as otherwise specifically agreed to shall remain firm for the Term of this Agreement and the terms of the Statement(s) of Work. This Agreement shall become operative and effective on the Effective Date, or signature date, whichever is later, and shall continue until terminated under the terms as provided herein or extended as agreed by the Parties.

The original agreement was signed on 5 April 2021.

1a. In accordance with paragraph 1, this contract is extended until 15 March 2023.

See Appendix 1 for the updated Statement of Work(s).

2. INVOICING:

- a. As compensation for the Services to be rendered hereunder, QCAA shall pay TAG that amount set forth in the SOW attached and any future SOW(s) executed by the parties under this Agreement.
- b. QCAA shall reimburse TAG for all pre-approved travel, and other normal travel expenses incurred by TAG, its officers, employees, agents, and contractors in connection with performance of the Services as indicated by the approved SOW. All travel and reimbursements will be invoiced separately. QCAA authorizes business class travel for all flights. QCAA agrees to 'direct billing' for airfare and hotel accommodations.
- c. All invoices are due upon receipt. Invoices for expenses, third party support, or other costs will be billed on the first of the month and are payable upon receipt. Invoices not paid within 30 calendar days of receipt will incur a 10% late payment fee.
- d. Payments shall be made in accordance with the Bank transfer information on the individual invoices and in the currency (either U.S. Dollars or Euros) as specified on the invoice.

3. ACCEPTANCE:

- a. QCAA will designate an individual who has the responsibility to review each work deliverable as identified in the applicable SOW. Acceptance shall be based on the following work criteria:
 - Completing deliverable tasks as indicated within the SOW(s).

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4. USE OF FACILITIES; COMPLIANCE WITH POLICIES; OTHER WARRANTIES (AS APPLICABLE)

- a. Use of QCAA Facilities. Except as expressly provided in this Agreement, TAG shall use QCAA's facilities for the sole and exclusive purpose of providing the Services.
- b. Whenever TAG uses QCAA facilities, TAG shall use such facilities in a reasonably efficient manner and shall keep the QCAA facilities in good order, not cause damage to such facilities, not use such facilities for any unlawful purpose or act, and comply with all of QCAA's standard policies and procedures as in effect, including procedures for the physical security of the QCAA's facilities.
- c. Upon TAG's completion of Services or upon request of QCAA, TAG shall return any equipment or other property of QCAA to QCAA in substantially the same condition, allowing for normal wear and tear, as when TAG began using such property and/or equipment. TAG shall be responsible for each assigned professional's compliance with the provisions of this Agreement and shall, within thirty (30) days of notice from QCAA, reimburse QCAA for any property or equipment including but not limited to pagers, cell phones, parking tags, contractor badges not returned by an assigned professional as required above.
- d. Security Badge Requirements. If required by QCAA, TAG assigned personnel will adhere to QCAA security badge requirements. It will be the QCAA's responsibility to provide all required badges. TAG shall cooperate with QCAA to ensure compliance.
- e. Security of Laptop Computer. When advised by the QCAA, TAG shall support QCAA procedures to ensure that any TAG-supplied or personally owned laptop computer connected to the QCAA network by an assigned professional is in compliance with applicable QCAA security standards.
- f. Computer Systems Access. QCAA agrees to allow TAG access to the QCAA's computer systems in order to perform Services hereunder. TAG agrees to conform to QCAA requirements for access. QCAA will provide TAG with IT support for access and to ensure compliance with QCAA requirements.
- g. TAG represents, warrants, and covenants to QCAA that (i) TAG has the right to enter into and fully perform this Agreement; (ii) TAG has the experience and skill to perform the Services; (iii) TAG has not and shall not infringe upon or violate known intellectual property or other proprietary rights of any third party in its performance of Services hereunder.
- h. QCAA recognizes that there may be unforeseen circumstances that may result in TAG needing to change a Subject Matter Expert (SME). In that event, TAG will coordinate with the QCAA for a suitable replacement and QCAA shall agree with this replacement. An SME replacement may result in a change in the daily rate, in which case, any change will be coordinated with QCAA for approval prior to committing to a change in SME.
- i. If QCAA is not satisfied with the performance of any TAG personnel assigned to QCAA's projects, whether at QCAA's facilities or elsewhere, QCAA shall notify TAG in writing and TAG shall immediately review such assigned personnel's assignment to QCAA and shall, within ten (10) business days of such written notice, provide recommended options to address the QCAA's concerns.

5. CONFIDENTIALITY:

Both parties shall maintain as confidential and shall not disclose, copy, nor use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, strategies, financial data, processes, Clients, employees, trade secrets, technology, research and development, pricing, or the terms of this Agreement ("Confidential Information") and each agrees to protect that Confidential Information with the same degree of care it exercises to protect its own

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confidential information, but not less than a reasonable degree of care, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. The foregoing shall not prevent the parties from disclosing information which (i) becomes publicly available other than as a result of a disclosure by the receiving party or by its employees, agents, or other persons to whom the receiving party has disclosed such information; (ii) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party provided that such prior disclosure and its non-confidential status are evidenced in writing; (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party hereunder, provided that such source is not bound by a confidentiality agreement with the disclosing party or (iv) is required to be disclosed by act of court, regulation or judicial body, provided that the receiving party gives the disclosing party prompt notice of such requirement and allows the disclosing party to contest or request an appropriate protective order. Upon expiration or termination of this Agreement, both parties agree to return respective to each other all such Confidential Information.

6. OWNERSHIP OF MATERIALS:

All Services rendered by TAG and the final product of such Services, including, but not limited to (a) any written or computer coded materials manifested in documentation, systems design, disks, tapes, drawings, reports, deliverables, recommendations, data and memoranda shall be solely owned by QCAA. Such Services and the final products thereof shall be considered works made for hire and made in the course of the Services rendered hereunder. Drafts or materials used as 'work in progress' do not constitute final products and are excluded.

7. LIABILITY:

a. Indemnity

QCAA agrees that it shall defend, indemnify and hold harmless TAG, its subsidiaries and affiliates, sub-contractors, and the officers, directors, agents, employees, and assigns of each (collectively, the "Indemnified Parties") from and against all losses, damages, claims, suits, judgments, or expenses of any nature whatsoever incurred or suffered, either directly or indirectly by the Indemnified Parties, including attorneys' fees and costs, arising directly or indirectly from or out of or relating to (a) destruction of, or loss of property and the injury to or death of any employee, officer, or agent of QCAA, TAG or any third party to the extent that it results from or arises out of the intentional or negligent act or omission of QCAA, its agents or employees; (b) a breach of any representation, warranty, or obligations of QCAA under this Agreement; (c) QCAA's misuse, disclosure or misappropriation of TAG's Confidential Information; and/or (d) any claim that the Services violate any law, rule, or regulation or infringe or violate the copyright, trademark, patent, trade secret, or other rights of a third party.

The provisions of this Section shall survive the termination or cancellation of this Agreement.

8. INSURANCE:

TAG, at its own expense, shall procure and maintain policies of insurance to include an Umbrella or excess Liability Insurance in an amount not less than USD \$1,000,000. If requested, TAG will furnish QCAA a Certificate of Insurance evidencing such coverage and, if requested and where applicable, naming QCAA as an additional insured as its interests may appear.

9. TERMINATION:

Either party may terminate this Agreement upon written notice to the other for any reason with a minimum of 10 days notice. In the event of termination by either party, QCAA agrees to pay TAG for all billable time, including time to close out remaining tasks and expenses for all TAG staff to return to their home or point of origin.

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10. GENERAL PROVISIONS:

- a. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any modification or waiver of any provision must be made in writing and signed by authorized representatives of both parties.
- b. Neither party shall assign this Agreement or any rights or interests in it without the prior written consent of the other party's representative.
- c. TAG shall furnish products or Services as an independent contractor and not as an employee, agent, affiliate or partner of QCAA. TAG has no power or authority to act for, bind, or represent QCAA in any manner. TAG and its employees/subcontractors shall not be entitled to participate in health or disability insurance, retirement benefits, benefit plan, or other welfare or pension benefits (if any) to which employees of QCAA may be entitled and shall not be entitled to any promotional opportunities or other benefit of employment that QCAA provides to its employees. In the event of any medical, legal or security issues or events, the QCAA will, without any fiscal responsibility, provide any and all in-country assistance to secure assistance for TAG's personnel.
- d. If any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other clause, term or provision hereof.
- e. The performance of either party under this Agreement may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including, without limitation, acts of God, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars, or riots). After five (5) cumulative days of suspension on the part of one party, the other party may, at its sole discretion, terminate its obligations without further liability.
- f. All notices under this Agreement shall be in writing, properly addressed and shall be deemed to have been duly given or received upon the earlier of (i) when actually received, (ii) five business days after sending by registered or certified mail, return receipt requested, or (iii) one business day after sending via a so-called next business day delivery service, and such service obtains the signature of a representative of the recipient. Any notices not addressed as follows shall be deemed not to have been given or received:

If to TAG: The Aloft Group, LLC
 POB 107
 Kilmarnock, Virginia, 22482-3716
 USA

If to QCAA: The Permanent Mission of the State of Qatar to the International Civil
 Aviation Organization,
 Le 700 Rue de la Gauchetière O, suite 2450, Montréal, Québec, H3B 5M2
- g. The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- i. THIS AGREEMENT IS DEEMED TO BE MADE UNDER AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF VIRGINIA.

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In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For: The Civil Aviation Authority of Qatar (QCAA)

For: The Aloft Group, LLC (TAG)

BY: 

BY: 

NAME: Mr. Essa Abdulla Al-Ma'ki

NAME: Thomas Linner

TITLE: Permanent Representative
Qatar Mission to ICAO

TITLE: President & CEO

DATE 14 / 04 / 2022

DATE 14 / 04 / 2022



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Appendix 1
Updated 15 March 2022
Doha FIR Implementation Support

SOW
Personnel & Rates

Table 1. SOW Project Personnel & Rates

Name	Role and Responsibility	SME Rate - USD
1. Thomas Lintner	Team Lead – Investigations & ATM Expert	\$250/hour
2. Peter Stastny	Document Architect – International Safety & ATM Expert	\$250/hour
3. Mark Reeves	ICAO Expert & ATM Expert	\$250/hour

All Subject Matter Experts (SMEs) will have the same rate of USD \$250.00 per hour billed in ½-hour increments. Project management is inclusive within the labour cost.

All costs will be billed as "actual time and materials" as accrued at the end of the month. Invoices will be due upon receipt. Any incurred travel costs or 'out of pocket' expenses would be billed at cost.

Aloft will provide:

1. Consulting on matters associated with implementation of the Doha FIR and associated airspace management, safety, and training issues.
2. Support for all ICAO meetings.
3. Support for all meetings as requested.
4. Technical support, program management, and oversight of 3rd party work.
5. Other support as requested by QCAA or the State of Qatar.

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